CT2.301# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in Payment Unit(s) 1,2,3,4,5,6,7,8,9,10,11,12,13 and 14 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by White painted three stripe at DBH and white painted stump marks. BOUNDARY TREES ARE NOT TO BE CUT. Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

CT2.302# - BOUNDARY TREES (06/2009)

Boundary trees for all harvest units have been designated with <u>Orange</u> paint marks above and below stump height. Boundary trees shall not be cut.

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM"

PAYMENT UNIT(S)

PAINT COLOR

Sale Name: LITTLE ARNOT Page 142

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Cut Tree Marking (CTM) Table

Payment Units	Paint Color
1,2,4,5,8,11,12,13,14,	Blue
3,6,10	Green
7	Yellow

Sale Name: LITTLE ARNOT

CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)

Individual trees which are NOT TO BE CUT are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of leave tree marking are shown on the Sale Area Map with the symbol "LTM."

Payment Unit

Paint Color

Sale Name: LITTLE ARNOT Page 144

CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)

Leave Tree Marking (LTM) Table

Payment Units	Paint Color		
9	Orange		

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpay-ment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach:
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT5.13# - ROAD COMPLETION DATE (04/2004)

Construction of Specified Roads shall be completed no later than 09/30/2012; except for earlier construction completion dates for roads listed below:

Road Station Completion Number Road Name From To Date

N/A

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction con-tract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

- (a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written no-tice of acceptance under BT6.36 or
- (b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

CT5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$32,800.00. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.

. .

Termini

From

Engineering Services
Completion Date

Reconstruction related engineering services may consist of some or all of the engineering work and ex-pense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

CT5.221# - MATERIAL SOURCES (04/2004)

Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with BT5.253.

When Purchaser elects not to use designated sources, Purchaser shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Purchaser. Test results shall be furnished to Forest Service.

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under BT5.253 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I N/A , Source II N/A , and Source III N/A .

Purchaser may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Purchaser shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work, which was originally contemplated to be constructed with such material. Purchaser shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A:

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Purchaser shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest sales. Forest Service is not obligated to reimburse Purchaser for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored mate-rials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, ap-proved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Pur-chaser shall be responsible for making arrangements for storage on other than Forest Service adminis-

tered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

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CT5.221# - MATERIAL SOURCES (04/2004)

Material Sources Table

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
N/A						
-						

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CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchase shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

*See Pages 152 through 152i

SALE NAME: LITTLE ARNOT

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs
Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all
other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles,
prior to beginning of construction clearing or logging operations in the area accessed by the road, does
not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods
of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to
meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the CO or designee agrees in writing, all Prehaul Maintenance requirements shall be completed on any portion of road prior to hauling on that portion.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul routes when needed.

Any work or materials that are determined to no longer be needed and are waived shall have the estimated cost charged to the Timber Sale Account as described in BT8.31.

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SALE NAME: LITTLE ARNOT 152a

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

<u>Crown, Inslope, and Outslope</u>. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

<u>Culverts</u>. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

<u>Drainage Dip</u>. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

<u>Drainage Structures</u>. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

<u>During Haul Maintenance</u>. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

<u>Lead-off Ditches</u>. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

<u>Maintenance Activitiy</u>. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

<u>Prehaul Maintenance</u>. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

<u>Road Maintenance Cost</u>. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

<u>Roadbed</u>. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

SALE NAME: LITTLE ARNOT

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<u>Sand Hole</u>. A hole that develops in the running surface of the road which is quite soft and dangerous in nature. Usually found in very sandy soils.

<u>Shoulder</u>. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

<u>Slide</u>. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

<u>Slough</u>. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

<u>Slump</u>. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

<u>Subgrade</u>. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

<u>Surface Course</u>. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

<u>Turnouts</u>. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

SALE NAME: LITTLE ARNOT

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SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

	Tern	nini		A	pplica	ble Pr	ehaul l	Road I	Mainte	nance	Specif	ication	ıs
Road	From	To	Miles										
		·											

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

	Terr	Termini						aul Road Maintenance Specifications
Road	From	To	Miles	T-8110	T-8310	T-8320	T-8340	0
FR241	SR2001	2.7	2.7	D	D	D	D	
FR472	FR241	0.8	0.8	D	D	D	D	
FR472A	FR472	1.4	1.4	D	D	D	D	
FR528	SR2001	1.3	1.3	D	D	D	D	
FR549	SR2001	1.2	1.2	D	D	D	D	
FR549A	FR549	0.6	0.6	D	D	D	D	
FR549B	FR549	0.5	0.5	D	D	D	D	

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

	Termini			A	plical	ole Pos	t Haul	Road	Maint	enance	e Speci	ficatio	ns
Road	From	To	Miles			·							

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

SALE NAME: LITTLE ARNOT

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

Specification No.	Specification Title
T-8110	Maintenance Blading/Grading
T-8310	Ditch Cleaning
T-8320	Slide, Slump, and Erosion Repair
T-8340	Drainage Structure Maintenance
T-8620	Miscellaneous Maintenance

T-8110 Maintenance Blading/Grading

DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
-			

REQUIREMENTS

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

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SALE NAME: LITTLE ARNOT

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- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.
- 3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.
- 3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.
- 3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

SALE NAME: LITTLE ARNOT

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T-8310 Ditch Cleaning

DESCRIPTION

1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a positive draining waterway of uniform width, depth, and grade.

REQUIREMENTS

- <u>3.1</u> Ditch cleaning shall be repeated during sale operations as often as necessary to facilitate proper drainage.
- 3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from ditches that are not suitable for blending into the existing surface course shall be disposed of in places agreed to in writing by the FSR.
- 3.3 Roadway back slopes shall not be undercut.

SALE NAME: LITTLE ARNOT 152h

T-8320 Slide, Slump, and Erosion Repair

DESCRIPTION

1.1 Slide removal is the removal from Roadway and disposal of any material, such as soil, rock, and vegetation that cannot be routinely handled by a motor grader during T-8310 Ditch Cleaning and T-8110 Maintenance Blading/Grading.

1.2 Slump and/or Erosion Repair are the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during T-8110 Maintenance Blading/Grading. Slide removal and Slump/Erosion Repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas (as agreed to by the CO and the ER).

REQUIREMENTS

3.1 Slide Material, including soil, rock and vegetative matters that encroach into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material. Slide Material deposited on the fill slope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Existing Surface and Base Course Material shall be conserved during Slide removal operations.

Removed Slide Material shall be uniformly placed on fill slopes unless agreed otherwise.

- 3.2 When filling Slumps and/or Erosion, Borrow shall be obtained from agreed locations, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer. Existing Surface and Base Course Material shall be salvaged when practical and re-laid after depressions have been filled. The repaired areas of the Slump shall conform to the cross-section of the adjacent undisturbed Roadway.
- 3.3 All disturbed areas will be revegetated in accordance with CT6.7# Erosion Prevention Vegetation.

SALE NAME: LITTLE ARNOT

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T-8340 Drainage Structure Maintenance

DESCRIPTION

1.1 This work consists of maintaining and/or installation/removal of Drainage Structures and related items such as: inlet and outlet channels, existing riprap, trash racks, necessary geotextiles, pipes, and drop-inlets.

MATERIALS

2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained or as indicated in the subsection 3.3 below.

REQUIREMENTS

- 3.1 Drainage Structures and related items shall be cleared of all foreign Material deposited above the bottom of the structure and all vegetative growth which interferes with the water flow. Material removed that cannot be incorporated into maintenance work shall be uniformly placed on fill slopes unless agreed otherwise.
- 3.2 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks and other facilities related to the Drainage Structure.
- 3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as shown below, and as marked on the ground. Installation of structures shall not begin without the presence of a FSR unless agreed to in writing by the FSR.

Road Number	Location	Remove/Install	Type of Structure	Size	Quantity
				•	

- 3.4 Installation shall be in accordance with construction industry standards and practices.
- 3.5 Culverts designated for removal/disposal shall become the property of the Purchaser and shall be disposed of properly.
- 3.1 Temporary culverts provided by the USFS shall remain the property of the government.
- 3.7 Bridges. Any miscellaneous parts needing repair or replacement during normal use of any bridge during haul shall be considered maintenance. This includes minor items such as object markers, running planks that have loosened or cracked deck boards, or drainage structures which may become plugged. Bridge decks that are dirt and dust covered shall be cleaned to allow for proper drainage and for safety of the user.

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$1.27 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To

Rate

Unit of Measure

N/A

CT5.33# - SNOW REMOVAL (06/2009)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Purchaser shall adhere to the following performance standards, unless otherwise agreed:

- 1. Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum $\underline{\mathbf{4}}$ -inch depth compacted snow mat will be maintained on the roadbed during blading.
- 2. Snow shall be removed from the entire road width, including turnouts.
- 3. Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.
- 4. Openings will be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.
- 5. Tracked or cleated vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

CT6.313# - CUTTING SCHEDULE (06/2009)

Unless changed by written agreement, only $\underline{4}$ Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: $\underline{N/A}$.

Unless there is agreement in writing to postpone specific requirements, all contractual requirements on a Payment Unit shall be accepted by Forest Service prior to the release of an additional Payment Unit.

CT6.314# - OPERATING REQUIREMENTS (06/2009)

Within Sale Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

In Payment Units 2,3,4,5,6,9,11, and 12 Cutting, skidding and hauling are restricted to December 15 through March 01 and June 15 through September 30 (Group II soils and dry and frozen ground conditions)

Prohibited operations/activities:

In Payment Units 10,11,12,13 and 14 Operations are prohibited from April 01 through July 31 (Hawk).

CT6.412 - STUMP MARKS (02/2009)

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump. When necessary to leave paint on stump, stumps of individually Marked trees may exceed maximum heights set forth in AT6.

CT6.412 - STUMP MARKS (06/2009)

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

CT6.42# - SKIDDING AND YARDING REQUIREMENTS (06/2009)

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, fell bunchers, processors and any other mechanized equipment that is used off of landings and roads.

Within Payment Unit(s)

3,4,5,7, and 14,

Skidding equipment must stay on approved skid trail locations. Trees will be directionally felled to the lead and products yarded to approved skid trail locations by cable. Existing skid trails must be used when possible.

Within portions of Payment Unit(s)

N/A, as shown on Sale Area Map with symbol "SYR," N/A.

CT6.6# - EROSION PREVENTION VEGETATION (06/2009)

Purchaser shall establish acceptable erosion prevention vegetation on areas of ground disturbance in the Sale Area. This requirement only applies to the areas identified by the Forest Service that are a result of the Purchaser's actions. Revegetation measures shall be applied in such a manner and at times as directed by the Forest Service to establish an acceptable grass or legume cover. Failure to achieve an acceptable ground cover may result in the requirement for a second application of seed, fertilizer, etc. Seed, lime, mulch, fertilizer and other efforts will be applied as described in the following required work narrative.

Required Work:

See Table on page 155a

Sale Name: LITTLE ARNOT Page 155a

CT6.6# - Erosion Prevention Vegetation

Purchaser shall drain, level, grade and waterbar all disturbed areas as identified by the sale administrator, and seed fertilize and mulch at the following quantities and rates of application: Seeding requirements

	Spring	Fall
Grass	*see mix below	*see mix below
Lime	Agriculture lime@ 2 tons/acre	Agriculture lime@ 2 tons/acre
Fertilizer	10-20-20 @ 450 lbs/acre	10-20-20 @ 450 lbs/acre
Mulch	Straw only @ 1 ton/acre	Straw only @ 1 ton/acre

Spring Oats Or Winter Wheat
Kentucky Bluegrass
6 Lbs/Acre
Virginia Wild Rye
6 Lbs/Acre
8 Lbs/Acre
White Dutch Clover
8 Lbs/Acre

CT6.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Purchaser's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines, and other authorized facilities, and landings to be seeded under Special Provision CT6.6#.

The tops of felled trees shall not be left hanging in standing trees. All trees cut or pushed for landing and other construction clearings shall be completely felled and not left leaning. Slash resulting from construction clearing shall be treated concurrent with operations.

Slash Disposal treatment zones are shown on the Sale Area Map with symbol "SDZ."

Other specific slash disposal requirements are as follows:

SDZ - Payment Unit # 5 - All slash generated from Purchaser's operations shall be removed 25 feet from the edge of SR 2001 and lopped and scattered to lie within 3 feet of the ground for an additional 75 feet, for a total of 100 feet.

CT7.2 - FIRE PRECAUTIONS (06/2009)

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in AT9.

- 1. Purchaser shall maintain Forest Service-approved spark arresting device on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and a one-pound multipurpose fire extinguisher readily available.
- 2. Purchaser shall require that smoking and the building of lunch or warming fires by Purchaser's employees, contractors, or employees of contractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Purchaser, smoking or the building of lunch or warming fires may be permitted.
- 3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.
- 4. Purchaser shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with BT7.1.

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.